

REMARKS

At the outset, Applicants respectfully request the Examiner to provide a copy of the Form PTO-892 intended to be included with the final Office Action of May 18, 2004. Applicants further request that the Examiner initial and return the attached copy of the Form PTO-1449 submitted with the Information Disclosure Statement filed April 3, 2004.

Applicants thank the Examiner for the thorough consideration given the present application. Claims 1-18 are pending, of which claims 1 and 9-14 are independent, and claim 11 is amended to correct an obvious typographical error in the Amendment filed March 12, 2004. This change was not made previously because the error did not exist previously. Entry of the amendment to claim 11, which raises no issues that would require further consideration and/or search and does not affect substantive matters, is in order.

Applicants traverse the rejection of claims 1-18 under 35 U.S.C. §103(a) as being unpatentable over Conant et al. (U.S. Patent Publication No. 2002/0129056) in view of Clark (U.S. Patent No. 6,343,280).

Applicants do not agree that one of ordinary skill in the art would have combined Conant et al. and Clark to arrive at the combinations of elements and steps of claims 1-18.

As pointed out in the Office Action, Conant et al. does not disclose determining a right or obligation of a contract or agreement. Whereas Conant et al. is concerned with an exchange of clauses between parties negotiating an agreement, Clark discloses a system for protecting an executable file from unauthorized access by using a license server, a user's computer, a vendor's computer, and first, second, and third software objects.

The first software object executes on the vendor's computer selected sequences of instructions. The first software object creates a modifiable, executable file by replacing the selected sequence of instructions with instructions that interrupt the normal flow of execution. The selected sequences are communicated to the license server, and the modified, executable file is communicated to the user's computer.

The second software object executes on the user's computer the modified executable file until one of the instructions that interrupts the normal flow of execution is encountered. The second software object causes the user's computer to communicate a machine state to the license server and receives the results of the license server's execution of the selected sequences of instructions. The second software object causes the user's computer to use the results to continue execution of the modified executable file until another of the instructions that interrupts

the normal flow of execution is encountered or until the modified executable file is completely executed.

The third software object causes the license server to determine whether the user's computer is authorized to receive the machine state from the user's computer, and to utilize the user's computer machine state to initialize execution of each of the selected sequences of instructions at the user's computer address at the time the instructions that interrupt the normal flow of execution are encountered only if the user's computer is authorized. The third software object also causes the license server to communicate the results of executing the selected sequences of instructions to the user's computer. The machine state includes the contents of CPU registers and a program counter value, while the license server emulates operation of the first computer when the license server executes the selected sequences of instructions in the license server.

It is not understood why anyone of ordinary skill in the art would combine the Conant et al. negotiating procedure with the system of Clark, which has nothing to do with negotiating a contract. Such a combination is clearly the product of impermissible hindsight. The Examiner has cast about to find two references that are vaguely related to Applicants' claimed method

and system and posited a rejection based on his search to determine features of Applicants' claims.

It would not be obvious to one of ordinary skill in the art to modify Conant et al. as a result of the disclosure in Clark to determine the right or obligation of a contract agreement at any point in time in response to received data representative of one or more events relative to the contract or agreement, as claims 1 and 9 require. Nor would it be obvious to one of ordinary skill in the art to combine Conant et al. and Clark to arrive at an apparatus as claim 10 requires for electronically storing a plurality of contracts or agreements, in combination with means for determining a right or obligation of one or more of the contracts, in response to the occurrence or otherwise of one or more events.

Accordingly, independent claims 1 and 9-14 are allowable over the art of record. Claims 2-8 and 15-18 are allowable due to their dependence on allowable independent claims, as well as for the additional limitations provided thereby.

The Office Action provides no analysis of claims 11-18. The characterization in the Office Action of claims 11-18 as basically being the same as claims 1-10 is inaccurate. For example, independent claim 11 requires means for creating a model representing an agreement, means for storing the model, and means

for receiving data relevant to a term of the agreement and relating to a corresponding state variable of the model. The data is required to be entered into the model, and a consequent output state of the model is required to be established. The right or obligation of the contract is determined in response to the consequent output state of the model. There is no disclosure in either Conant et al. or Clark of a model.

Claims 16 and 18, which depend respectively on claims 1 and 9, require a contract or agreement to be in force. In Conant et al., the contract is not in force but is being negotiated. While Clark is concerned with a license, one of ordinary skill in the art would not have modified the Conant et al. negotiating system as a result of the Clark license arrangement.

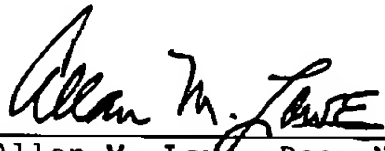
In view of the foregoing amendments and remarks, favorable reconsideration of the rejections and allowance of the application are deemed in order.

To the extent necessary during prosecution, Applicants hereby request any required extension of time not otherwise requested and hereby authorize the Commissioner to charge any required fees not

otherwise provided for, including extension, extra claims, and application processing fees, to Deposit Account No. 07-1337.

Respectfully submitted,

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EXAMINER: Initial if reference considered, whether or not citation is in conformance with MPEP 609; draw line through citation if not in conformance and not considered. Include copy of this form with next communication to Applicant.